

**AMENDMENT  
TO LEASE AGREEMENT**

**THIS AMENDMENT** (the “Amendment”) to the Lease Agreement is made and entered into this **20<sup>th</sup> day of August, 2008** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the “LESSOR”), and **WR Development III, LLC**, (LESSEE).

**W I T N E S S E T H**

**WHEREAS**, the Lessor and Lessee entered into that certain Lease Agreement dated November 7, 2007, for the term ending August 31, 2008; and

**WHEREAS**, the Lessor has leased the entire westerly (the existing paved) parking lot at 300 8<sup>th</sup> Street South cross hatched on the attached Exhibit "A" constituting in the aggregate approximately 60 parking spaces to help meet Special Events Off Site Parking requirements ; and

**WHEREAS**, the parties desire to amend the Original Lease Agreement so that the City may continue to use the parking lot for an additional month under the same conditions of the Original Lease Agreement and for the original consideration;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. The term of the Lease shall end on **September 30, 2008**.
3. The terms of this Amendment shall control and take precedence over any and all terms, provisions and conditions of the Original Lease Agreement, which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of the Original Lease Agreement, except as expressly amended and modified by this Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Lessor and the Lessee have caused this Amendment to Lease Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

**LESSOR**

**ATTEST:**

**CITY OF NAPLES, FLORIDA**

By: \_\_\_\_\_  
Tara Norman, City Clerk

By: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**LESSEE**

**WR Development III, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_